

RENEWABLE RESOURCES GROUP

MASTER CONTRACT AGREEMENT

This GENERAL CONTRACT AGREEMENT (the "Agreement") is made and entered into as of the 10 day of December (the "Effective Date") by and between Renewable Resources Group, Inc., a California corporation with principal offices located at 5700 Wilshire Boulevard, Los Angeles, CA 90036 (Company) and PDC Corporation, with principal offices located at 13225 Danielson Street, Suite 200, Poway, CA 92064 (the "Contractor") (collectively referred to herein as the Parties).

WITNESSETH:

WHEREAS, Company desires to engage Contractor to oversee certain installation and construction services, and Contractor desires to provide such services to Company, all in accordance with the terms of this Agreement; and

WHEREAS, Contractor represents that it is qualified to perform the duties and responsibilities set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. THE SERVICES.

1.1 **Engagement of Contractor; Scope of Services.** Company will engage Contractor as an independent Contractor, on a non-exclusive basis, to perform the following work (the Work): Contractor will install, maintain and monitor meteorological towers at two different locations in the Sacramento-San Joaquin Delta. One tower will be located on Bouldin Island in San Joaquin County, while the other will be located on Webb Tract in Contra Costa County.

Contractor will install 2 60-meter-tall met towers manufactured by NRG (60m XHD NRG TallTower with Anchors—item: 4042). Each tower will stand 197-feet, eight and a quarter inches tall and is supported with aircraft cable guy wires in four directions at each guy level. Guy wires are anchored with standard screw-in anchors.

Contractor will collect data from the towers remotely with a standard onboard computer that sends an e-mail attachment via a cell phone to the internet, also produced by NRG (Symphonie NRG Logger), and will make frequent site visits to ensure the integrity of each tower.

Contractor will install the towers by February 28, 2009 in order to maximize the data collection. The towers will be in place for at least one calendar year, after which time Company will be determined, in its own discretion, whether or not it is viable to pursue a wind-to-energy project at this location. If it is determined that it is not feasible, then Company will instruct Contractor to remove the towers. If the site looks promising, the towers will remain up to accumulate additional data.

1.2 **Employment Matters.** Contractor shall be solely responsible for all matters relating to his or her own employment and the employment of any subcontractors necessary to perform the Work, including, without limitation, compliance with all applicable workers' compensation, unemployment compensation and social security laws, and with all withholding and all other federal, state and local laws and regulations governing such matters. Company shall not provide Contractor with any insurance hereunder, including, without limitation, unemployment, medical, dental, worker's compensation and/or disability insurance.

1.3 **Supervision and Construction Procedures.** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall be responsible to the Contractor and Owner for acts and omissions of the Contractor's employees, Sub-Contractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor.

1.4 **Contractor's Right To Stop the Work.** If the Contractor fails to carry out Work in accordance with this Agreement and/or normally accepted industry standards, or correct Work which is not in accordance with the requirements of this Agreement and/or normally accepted industry standards as required, or refuses or fails to start work when notice to proceed is issued, or fails to perform the Work in a continuous manner after work is started, or refuses or fails to supply enough properly skilled workers or proper materials, the Company may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been cured; however, the right of the Company to stop the Work shall not give rise to a duty on the part of the Contractor to exercise this right for the benefit of the Contractor or any other person or entity.

1.5 **Contractor's Right To Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with this Agreement and/or normally accepted industry standards or fails to start work when notice to proceed is issued, or fails to perform the work in a continuous manner after work is started and fails within a three (3) calendar day period after receipt of

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written notice from the Company to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Contractor's expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Contractor.

1.6 **Time is of the Essence.** Time limits stated in this Agreement are of the essence. Delays to contract completion that occur as a result of the Contractors failure to maintain schedule as outlined in the Contract Documents and result in monetary penalties or fees to the Company will be the responsibility of, and paid by the Contractor. Company agrees to notify the Contractor of the possibility of any such penalties before awarding the contract.

1.7 **Communications:** All communications regarding any aspect of the work or contract will be conducted exclusively between Company and the Contractor. Any clarifications or discussions of the work, changes in scope, contract price, or requests for changes of any type will be between Company and the Contractor only. Under no circumstances will the Contractor accept changes or discuss prices with any other person or entity other than Company as regards any work relating to this contract.

1.8 **Safety Precautions and Programs:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Subcontract. The Contractor shall promptly remedy the damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

1.9 **Tests and Inspections:** Tests, inspections and approvals of portions of the Work required by this Agreement or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals required for the work for which they were contracted. The Contractor shall give the Company timely notice of when and where tests and inspections are to be made so that the Company and/or the Owner may be present for such procedures. The Contractor shall bear the costs of all such tests, inspections or approvals needed.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents or normally accepted and applicable industry standards, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2. COMPENSATION

2.1 **Service Fees.** In consideration of Contractor's performance of the Services, Company hereby agrees to pay Contractor \$73,145.00 for the Work performed herein.

2.2 **Payment Terms.** All payments of contract fees shall be made within Thirty (30) days after Company's receipt of Contractor's invoice.

3. REPRESENTATIONS

3.1 **Representations.** Contractor hereby represents and warrants to Company that: (i) the Contractor possesses the requisite training, skills and expertise to perform the Work; (ii) the Contractor will render high quality services in a professional and timely manner in accordance with generally accepted standards for the services rendered; (iii) any and all Work performed by Contractor hereunder shall not infringe on any copyright, patent, trademark, trade secret or other proprietary right of any third party; (iv) the Contractor's execution and performance of this Agreement will not violate any provision of, or conflict with, any agreement or obligation to which Contractor or Contractor may be bound; and (v) this Agreement, when executed, will constitute a valid and legally binding obligation of Contractor, enforceable against Contractor in accordance with the terms and conditions herein.

3.2 **Indemnification.** Contractor hereby covenants and agrees to indemnify Company and to defend and hold Company harmless from and against any and all liabilities, damages, cost and expenses (including attorneys' fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the Contractor's employees, agents or contractors), based upon: (i) any breach of this Agreement; (ii) the conduct of the Contractor's business; or (iii) any act or omission of Contractor or any of its employees, agents, or sub-contractors.

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4. CONFIDENTIALITY.

4.1 **Nondisclosure of Proprietary Information.** In performing the Services, Contractor may be entrusted with information, whether disclosed in written, verbal or visual form, relating to the business, strategy, technology, products, marketing plans, financial condition, contract fee, subcontract fee, pricing procedures, employees, vendors, partners and/or customers of Company ("Confidential Information"). Contractor: (i) shall treat all such Confidential Information as strictly confidential; (ii) shall use such Confidential Information only for the purposes contemplated in this Agreement; (iii) shall protect such Confidential Information, whether in storage or in use, with the same degree of care as Contractor uses to protect its own proprietary information against public disclosure, but in no case with less than reasonable care, (iv) shall not disclose such Confidential Information to any third party except to such employees of Contractor who need to know such Confidential Information for the purpose of effectuating this Agreement, and who have been informed of the confidential nature of such Confidential Information, and (v) shall be responsible for any unauthorized use or disclosure of Confidential Information by such employees.

4.2 **Exclusions.** The provisions of this Section 5 shall not apply to any Confidential Information which: (i) was in the public domain on the date hereof or comes into the public domain other than through the fault or negligence of Contractor; (ii) was lawfully obtained by Contractor from a third party without breach of this Agreement and otherwise not in violation of Company rights; (iii) was known to Contractor at the time of disclosure as shown by Contractor's records in existence at the time of disclosure; or (v) is required to be disclosed pursuant to the order of any court or governmental agency.

4.3 **Return.** Upon the expiration or termination of this Agreement, and in any event upon Company's request at any time, Contractor shall (i) return to Company, or destroy in a manner acceptable to Company, all documents (including any copies thereof) embodying Confidential Information and (ii) certify in writing to Company, within ten (10) days following Company's request, that all such Confidential Information has been returned or destroyed.

4.4 **Injunctive Relief.** Company and Contractor acknowledge that the extent of damages in the event of the breach of any provision of Section 4.1 or 4.3 would be difficult or impossible to ascertain, and that there will be available no adequate remedy at law in the event of any such breach. Each party therefore agrees that in the event Contractor breaches any provision of Section 4.1 or 4.3, Company will be entitled to injunctive or other equitable relief, in addition to any other relief to which it may be entitled.

4.5 **Publicity.** No party hereto shall make any disclosure to any third party regarding the existence or terms of any part of this Agreement without the prior written consent of the other party hereto.

4.6 **Survival.** The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. TERM AND TERMINATION.

5.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until one (1) year from the date hereof, unless renewed upon mutual written agreement of the parties or unless sooner terminated in accordance with the provisions of this Section 5. If, for any reason, this Agreement terminates while Contractor is continuing to perform Services for Company, then the term shall be extended, on a day-to-day basis, until the Services are complete or until earlier termination.

5.2 **Termination.** This Agreement may be terminated as follows:

5.2.1 By Company in the event of a material breach of this Agreement by the Contractor, but only if such breach has not been cured within ten (10) days after its receipt of written notice from Company of such material breach together with a written description of the full particulars thereof.

5.2.2 By Company, immediately upon written notice of termination to the other party, in the event the other party shall: (i) become insolvent; (ii) make an assignment for the benefit of creditors; (iii) file a voluntary bankruptcy petition; (iv) acquiesce to any involuntary bankruptcy petition; or (v) be adjudicated bankrupt;

5.2.3 By Company at any time for any reason, upon ten (10) days advance written notice to Contractor, or by Contractor at any time for any reason, upon thirty (30) days advance written notice to Company.

6. INDEPENDENT CONTRACTOR.

6.1 **Independent Contractor.** The parties hereto expressly agree that Contractor is performing the Services as an independent contractor of Company and not as an officer, employee, partner or agent of Company. Contractor will have no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of Company or to bind Company in any respect whatsoever.

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7. LIABILITY

LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CONTRACTOR, ANY SUBCONTRACTOR, OR ANY OTHER PERSON FOR LOSS OF PROFITS, BUSINESS, USE OR DATA OR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF COMPANY ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL COMPANY'S LIABILITY TO CONTRACTOR HEREUNDER EXCEED, THE TOTAL AMOUNT OF SERVICE FEES PAID TO CONTRACTOR FOR WORK AT THE SPECIFIC REQUESTED WORK LOCATION AS IDENTIFIED IN EXHIBIT "A" LETTER OF AUTHORIZATION OR PRIOR TO THE DATE THE CLAIM OR DISPUTE AROSE.

8. INSURANCE

8.1 At all times during the term of this Agreement and during the performance of any work hereunder, Contractor shall maintain at its own cost and expense (i) worker's compensation insurance with statutory limits as required in the state(s) of operation and any other insurance required by applicable laws; and (ii) coverage in amounts not less than as follows naming Company as Additional Insured:

• General Liability

\$1,000,000 per occurrence;
\$2,000,000 general aggregate limit;
\$2,000,000 Product;
\$1,000,000 Personal & Advanced Injury

This policy must include coverage extensions for (i) Contractual Liability (to cover the indemnification provisions contained in this Agreement), (ii) Products & Completed Operations Liability (which shall be maintained for not less than one year following completion of the Work pursuant to this Agreement), (iii) Independent Contractors Liability, and (iv) Broad Form Property Damage Liability.

• Owners & Contractors Protection

\$1,000,000 Each Occurrence
\$300,000 Fire Damage
\$10,000 Med Exp

• Automobile Liability

\$1,000,000 Combined Single Limit

This policy should cover all owned, non-owned and hired vehicles that are or may be used by Contractor and its employees in the performance of this Agreement.

8.2 Contractor shall provide Company, within ten (10) days following the execution date of this Agreement and/or prior to the mobilization of the site workforce, with certificates of insurance for the required coverage prior to commencement of the Work covered by this Agreement and for each policy renewal during the course of this Agreement.

8.3 Should Company identify work site requirements involving the use of tower climbers, the Contractor shall provide Company, prior to the mobilization of the site workforce, with certificates of insurance for the required coverage for tower climbing prior to commencement of the Work covered by this Agreement and for each policy renewal during the course of this Agreement.

8.4 Should any such insurance coverage expire, be canceled, or the amounts thereof be reduced, Contractor shall promptly procure other substitute insurance coverage satisfactory to Company. Should the Contractor, within thirty (30) days after notice of such cancellation, expiration, or reduction fail to procure such new insurance, Company, at its option, may secure substitute insurance, the cost of which shall be borne by Contractor through a reduction in the Contract Sum equal to the amount of the premiums paid by Company.

8.5 The insolvency, bankruptcy, or failure of any insurance Company carrying insurance for Contractor or failure of any such insurance Company to pay claims due shall not relieve Contractor of any of its obligations in respect to the provisions of insurance or indemnification.

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9. GENERAL.

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall not be entitled to assign, sub-contract or transfer any or all of its rights or obligations hereunder without the prior written consent of Company.

9.2 Binding Effect; Amendment. This Agreement (together with the Exhibits hereto) constitutes the entire agreement between Company and Contractor regarding the subject matter hereof. All prior or contemporaneous agreements, proposals, understandings and communications between Company and Contractor regarding the subject matter hereof, whether oral or written, are superseded by and merged into this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms set forth in any Exhibit hereto (including the Statement of Work), the terms of this Agreement shall control and govern. Neither this Agreement nor any Exhibit hereto may be modified or amended except by a written instrument executed by both Company and Contractor.

9.3 Notices. All notices, consents and other communications hereunder shall be provided in writing and shall be delivered personally, by registered or certified airmail letter (return receipt requested), by courier or by facsimile or similar method of communication, to the parties at the addresses first set forth above, and shall be deemed effective upon dispatch.

9.4 Headings. The heading contained in this Agreement including, but not limited to, article, section, subsection or paragraph headings used in this Agreement are intended for reference purposes only and shall not affect in any way the interpretation, meaning or construction of any provision of this Agreement.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

9.6 Waiver. No waiver by either party of a breach of any term, provision or condition of this Agreement by the other party shall constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver shall be valid unless executed in writing by the party making the waiver.

9.7 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance by either or both parties hereunder shall so survive the completion of performance, cancellation, or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above. This document is signed by a Manager, Officer, or Owner legally permitted to bind and encumber _____ (Contractor).

Company: Renewable Resources Group

By: 
Name: Cole Firus
Title: Partner
Date: 16/12/08

Contractor: PDC Corporation

By: 
Name: SOHAIL A. SHAH
Title: PRESIDENT
Date: 12/11/08

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EXHIBIT A

COST SCHEDULE

Construction Management and Met Tower Ordering & Installation Cost for 2 meteorological towers

Construction Management Services		
Task	Sub Task	Cost
Task 1: Use of California GC License / Permitting Process / License Risk Factor for both Towers	16 man hours (8 hrs per site) for Permitting/Admin plus \$150 Travel 10% Licensing Risk Factor based on Construction fee of \$21,000 (fee excludes data collection/processing)	\$1,750.00 \$2,100.00
Task 2: Construction Management / Project Planning / Inspection / Quality Control / Safety Assurance / Administration	64 man hours plus \$325 Travel	\$6,725.00
Task 3: Hire Subcontractor / Supervision / Insurances / Contractual Documentation / Financing	15% based on Construction fee of \$21,000 (fee excludes data collection/processing)	\$3,150.00
Sub Total CM Services		\$13,725.00
Meteorological Tower Equipment & Installation Costs		
Equipment Costs (2 towers)	60m NRG Now System; includes two (2) 60m Heavy Duty Talltowers, mounting booms, sensors, sensor cables, Symphonie datalogger and all necessary hardware.	\$31,500.00
	Two (2) Cellular IPAK; Includes Cellular modem, antenna, mounting hardware for wireless connection to meteorological tower	\$2,880.00
	Upgrade to 8" Anchors, includes additional anchor costs and extra installation equipment for two (2) towers	\$2,000.00
Installation Costs	Installation cost of (2) 60m NRG Talltowers, inclusive of travel, meals, labor and miscellaneous costs	\$15,000.00
	Removal cost of a two (2) towers near Sacramento, CA	\$6,000.00
Data Collection and Processing	Echelon provides data retrieval and processing for the sites we install at a rate of \$150/ per site per month. Data processing entails maintenance of cellular account, weekly QC review of the data and compilation of monthly reports in electronic and paper format. The monthly files will be distributed to the client. The dataloggers will be installed with a cellular phone and modem to transfer the data directly to the e-mail accounts in the offices of Echelon Environmental. The cost for maintenance of the cellular account and summary QC of the data when V-Bar is doing the analysis is \$85/mo.	\$2,040.00
Sub Total Materials & Installation Cost		\$59,420
Total		\$73,145.00

- Material / Equipment costs will be due upon placement of the equipment

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order. PDC will pay subcontractor for equipment costs after Renewable Resources Group has made payment to PDC.
Subcontractor will be paid within 5 to 10 days after Renewable Resources Group has made payment to PDC for completed construction tower installation

Met tower ordering and installation detailed in Exhibit B.

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EXHIBIT B

METEOROLOGICAL TOWER PURCHASE AND INSTALLATION QUOTE

Here is the quotation for the purchase, installation and monitoring of (1) meteorological tower near Sacramento Delta, CA. The tower will be configured with 6 anemometers, 2 direction vanes and 1 temperature probe. The tower will be configured with a cellular Ipak for transmission of the data.

Equipment- 60m System

60m NRG Now System; includes 60m Heavy Duty Talltower, mounting booms, sensors, sensor cables, Symphonie datalogger and all nessesaray hardware.	\$15,750.00
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Cellular IPAK; Includes Cellular modem, antenna, mounting hardware for wireless connection to meteorological tower.	\$1,440.00
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Upgrade to 8" Anchors, includes additional anchor costs and extra installation equipment	\$1,000.00
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Total equipment costs for (1) 60m Towers	\$18,190.00
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Installation Costs

Installation cost of (1) 60m NRG Talltower, inclusive of travel, meals, labor and miscellaneous costs.	\$7,500.00
Removal cost of a single tower near Sacramento, CA	\$3,000.00

Data Collection and Processing

Echelon provides data retrieval and processing for the sites we install at a rate of \$150/ per site per month. Data processing entails maintenance of cellular account, weekly QC review of the data and compilation of monthly reports in electronic and paper format. The monthly files will be distributed to the client. The dataloggers will be installed with a cellular phone and modem to transfer the data directly to the e-mail accounts in the offices of Echelon Environmental.

The cost for maintenance of the cellular account and summary QC of the data when V-Bar is doing the analysis is \$85/mo.

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